



Asset Management Department

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SCHEDULE OF SPECIFIC ADMINISTRATIVE CLAUSES (SSAC)

PUBLIC PROCUREMENT OF INFORMATION AND COMMUNICATION TECHNOLOGIES

ACQUISITION OF MOBILE PHONE RECORDING AND RELATED SERVICES

CONTRACT No. 20245220

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1. SUBJECT OF THE INVITATION TO TENDER - GENERAL PROVISIONS

1.1. Purpose of the Framework Agreement

The stipulations of this Schedule of Specific Administrative Clauses (SSAC) concern the provision of a **mobile phone recording service and other related services accessible in SaaS mode (hereinafter the "Framework Agreement") for Caisse des Dépôts et Consignations** (hereinafter the "Purchaser" or the "CDC"). The co-contractor (the "Holder") declares that it is able to meet all of CDC's functional requirements as described in the Schedule of Specific Technical Clauses (SSTC).

Place(s) of performance: Metropolitan France.

1.2. Term of the Framework Agreement

The Framework Agreement is concluded for an initial firm period of two (2) years as from notification of the contract and may be tacitly renewed two (2) times, for a period of one (1) year, without its total duration exceeding four (4) years. It is also stipulated that each recording will be archived for 5 years after the end of the Framework Agreement, and then destroyed.

The duration of the Framework Agreement is therefore 9 years, including all services and renewals.

The Holder may not object to these renewals. Renewal of the Framework Agreement shall be deemed accepted if no decision to the contrary is taken by the Purchaser at least three (3) months before the end of the Framework Agreement's term of validity. The decision not to renew the Framework Agreement does not give entitlement to any compensation.

Notification is made via the Purchaser's dematerialisation platform. The date of notification is the date of acknowledgement of receipt, or, in the absence of consultation, within eight (8) days as from the date on which the document is made available on the Purchaser's profile.

1.3. Type of Framework Agreement

The Framework Agreement is a single-award contract based on unit prices.

Services pursuant to purchase orders are provided **with no minimum but with a maximum of 240,000 euros excluding taxes over the total duration of the Framework Agreement**, pursuant to Articles L2125-1 1°, R. 2162-1 to R. 2162-6, R. 2162-13 and R. 2162-14 of the French Public Procurement Code.

1.4. Service performance conditions for the purchase order part

Services are performed upon prior notification of a purchase order to the Holder by the Purchaser. The Purchaser will issue purchase orders according to its needs. The following information must appear on each purchase order:

- **Holder's name or company name;**
- **The date and number of the Framework Agreement;**
- **The date and number of the purchase order;**
- **The deadlines given to Holders to submit their observations, if any;**
- **Delivery times (start and end dates);**
- **Service delivery locations;**
- **Purchase order total;**
- **The nature and description of the services to be provided;**

Purchase orders are notified to the Holder by email or by registered letter with acknowledgement of receipt. Cancellation of a purchase order by the Purchaser shall not give rise to any claim for compensation, provided that no work has started on the purchase order. If such is not the case, the Holder shall, on presentation of supporting documents, be compensated for the effective expenditures it has incurred in performance of the purchase order, to the exclusion of any other compensation.

Unless otherwise stipulated in the Framework Agreement documents, the performance period for a purchase order begins on the date of notification of the purchase order to the Holder.

Only purchase orders signed by the Purchaser's representative may be honoured by the Holder.

Purchase orders are issued without prior negotiation with the Holder. The Purchaser may issue purchase orders to the Holder until the last day of validity of the Framework Agreement.

The execution of purchase orders issued before the expiry date of the Framework Agreement may be continued beyond that date. However, in such case, the Purchaser may not issue purchase orders to the Holder when their execution period would result in disregard of the obligation to periodically reopen competition with economic operators.

2. FRAMEWORK AGREEMENT CONTRACTUAL DOCUMENTS

The contractual documents of the Framework Agreement (hereinafter referred to as the "Contractual Documents") are as follows and, in the event of any contradiction between their stipulations, shall prevail in the following order of priority:

- Deed of Undertaking (DU)
- Schedule of Unit Prices (SUP)
- This Schedule of Specific Administrative Clauses and its appendices:
 - "Subcontracting of Personal Data Processing" appendix.
 - The Holder's "Security Assurance Plan (SAP)" appendix

- Appendix "Information Systems Security Rules for Service Providers"
- "Unified SaaS Questionnaire" appendix
- "Reversibility Plan" appendix
- The Schedule of Specific Technical Clauses (SSTC);
- The Schedule of General Administrative Clauses (SGAC) for public procurements of information and communication technology, approved by the Order of 30 March 2021;
- Purchase orders notified to the Holder by the Purchaser in execution of the Framework Agreement;
- If applicable, the special subcontracting deed (form DC4);
- The Holder's technical response framework;

These documents may be amended by means of riders, with each rider having a rank identical to the document it supplements or amends.

By entering into the Framework Agreement with the Purchaser, the Holder accepts this SSAC. None of the Holder of this document's general conditions of sale is enforceable against the Purchaser.

3. DEFINITIONS

Adaptations: configurations carried out by the Holder in order to meet the Purchaser's requirements.

Documentation: refers to all documents relating to the Solution, describing its characteristics in terms of functionalities and performance, as well as its terms of use. The Documentation is customised to the Solution supplied to the Purchaser and integrates the configurations carried out. For the purposes of this Framework Agreement, when reference is made to the Documentation, it always refers to the latest version in force of the Documentation, if it is subject to regular changes.

Data: refers to any information, regardless of form or content, contained and/or entered manually or automatically, processed and/or produced in the context of the Framework Agreement. In particular, Data include confidential information as defined in the "Confidentiality" Article herein and personal data as defined in Article 4 of the GDPR.

Malfunction: means any incident, failure, security flaw, defect, error, noncompliance, including with accessibility and RGAA (General Improvement and Accessibility Referential) specifications, degradation of performance or problem using the Solution, its updates and/or new versions, resulting in inconvenience, disruption or total or partial impossibility of benefiting from one or more functionalities.

Working hours: refers to the hours between 8 a.m. and 7 p.m.

Security incident: means any event or series of unforeseen events resulting from inadequate or faulty internal processes or external events affecting the security or operation of information and communication systems (in particular their availability, integrity, confidentiality and continuity) and/or the security of information used to supply the Solution (in particular its availability, integrity and confidentiality). This includes incidents arising from cyber-attacks or the failure or irrelevance of physical security measures.

Deliverable: refers to all elements whatever their nature or form, including Documentation, Data, reports, schedules, roadmaps, *storyboard*, test plans, tool configuration specifications, analyses, works, results, software, and procedures, described in the SSTC and/or carried out by the Holder specifically on behalf of and for the needs of the Purchaser and supplied to the Purchaser under this Framework Agreement.

Malware means harmful computer code such as viruses, logic bombs, worms, Trojan horses or any other code or instruction infecting or affecting any program, software, data, file, database, computer or other hardware or element, damaging, impairing, compromising integrity or confidentiality, disrupting in whole or in part the operation, diverting or enabling the diversion in whole or in part of an information system from its intended use.

Solution: refers to the tool accessible in SaaS mode made available to CDC (and related Documentation), enabling exchange of Data, integrating all the functionalities described in the SSTC, configured and customised in line with the Purchaser's needs.

SaaS: SaaS is the acronym for "*Software as a Service*". It refers to remote access to Solution functionalities via the Internet.

Services: refers to all services relating to the Purchaser's use of the Solution and described in this document and in the SSTC.

User: refers to any natural person authorised by the Purchaser to connect to the Solution by remote access in order to use its functionalities.

4. SERVICE PERFORMANCE DEADLINES

4.1. Basic deadlines

The Holder is required to meet the deadlines for performance of services and delivery of Deliverables specified in the Contractual Documents, and in particular in the SSTC, or, where applicable, in each purchase order. Failure to meet such deadlines may, where applicable, justify application of penalties.

The amount and conditions of application of any penalties applicable in the event of noncompliance with contractual performance deadlines are specified in "Penalties" Article.

Under the terms of the Contractual Documents, should several different deadlines be applied to the same service, the Holder undertakes to comply with the deadline that is most favourable to the Purchaser.

4.2. Extension of deadlines

Deadlines may be extended under the conditions provided for in the in accordance with Article 13.3 of the SGAC-ICT.

Notwithstanding this Article, the period within which the Holder must notify the Purchaser of any causes preventing its execution of the Framework Agreement within the contractual period shall be reduced to five (5) working days.

No request for extension of the execution period may be submitted for events occurring after expiry of the contractual period, which may already have been extended.

5. CONDITIONS OF PERFORMANCE OF THE FRAMEWORK AGREEMENT

5.1. Holder's obligations

The Holder undertakes to take full cognizance of the needs expressed by the Purchaser.

The Holder undertakes to perform the services under the Framework Agreement awarded to it in accordance with the Framework Agreement's stipulations and with the profession's best practices, and to provide the Purchaser with the solutions best suited to its needs.

As a professional, the Holder undertakes to deliver a Solution that complies with its technical and functional documentation and with the requirements expressed by the Purchaser in the Contractual Documents.

The Holder is deemed to have read all the documents and technical information communicated to it by the Purchaser before or while carrying out the services.

The Holder is solely responsible for the means and methods it uses to execute the Framework Agreement.

5.1.1. Staff assigned to execution of the Framework Agreement by the Holder

In order to perform the services covered by the Framework Agreement, the Holder shall assign an adequate number of individuals with the necessary levels of technical and operational qualification and experience, depending on the nature of the services and for the proper performance thereof.

The Holder undertakes to take all necessary steps to ensure the stability of its teams for the duration of the services.

The Holder is obliged to notify the Purchaser as soon as possible of any changes concerning it and occurring during the performance of the Framework Agreement, such as, in particular, the identity of the person(s) with authority to bind it, any changes relating to its company and its control, any changes affecting the persons entrusted with the performance of the Framework Agreement which have been assigned to it or which are likely to affect the performance of the Framework Agreement.

The Holder undertakes to designate a contact person dedicated to the Purchaser, responsible for overall monitoring of the execution of the Framework Agreement awarded to it. They will be the sole contact for the Purchaser's representative for all questions relating to performance of the service. As far as possible, the Holder undertakes to maintain the same dedicated contact person, and to replace them as soon as possible in the event of unavailability, until the end of the Framework Agreement.

In addition, the Holder shall take all necessary measures to minimise the impact of any departure, and in particular to ensure that any replacement operations do not in any way affect delivery times for Deliverables or quality of services. In the event of the departure of a member of the Holder's staff assigned to performance of the services, the Holder shall, at its own expense, take all measures enabling replacement of such member of staff, under conditions guaranteeing continuity of services and compliance with its contractual obligations, without being able to claim any increase in price in this respect or compensation of any kind whatsoever.

The Holder acknowledges that any delay or poor performance of services in relation to the Contractual Documents, following a change of staff member, constitutes a breach of contract for which the Holder may be held liable.

The Holder must have an internal security policy for its information system, and must make its staff aware of the challenges involved in information system security and their responsibilities in this area.

The Holder's staff may be required to work on the Purchaser's premises. In such case, they must comply with the security and confidentiality rules communicated to them by the Purchaser, although they remain under the hierarchical authority of the Holder in all cases.

5.1.2. Obligation to advise and warn

The Holder is bound by an enhanced obligation to provide the Purchaser with advice, information and warnings, regardless of the Purchaser's skills or knowledge.

The Holder's advice, recommendations, information, warnings and proposals must be understood in its capacity as a professional in online services in the activity field covered by the Framework Agreement, as well as its thorough knowledge of the context and the Purchaser's business alike. The Holder acknowledges that it complies with all legislative and regulatory texts as well as all technical standards and security best practices in the activity field relating to its services.

In this respect, the Holder undertakes:

- to alert the Purchaser to any event attributable to the latter or to a third party, any choice or any request made by the Purchaser, of which the Holder is directly or indirectly aware, which could have an unfavourable impact on the Framework Agreement's performance conditions;
- to check all documents and information communicated to it by the Purchaser or a person designated by the Purchaser, in order to ensure their consistency and completeness and, if necessary, to warn the Purchaser of any errors or omissions in such documents or information;
- not to submit to the Purchaser any proposal contrary to the regulations and legislation applicable to the services defined herein.

The Holder acknowledges that any inconsistency, inadequacy or error in its advice, recommendations, information, warnings and proposals, and, more generally, any disregard of its obligation to advise and warn, may result in significant prejudice to the Purchaser, such as damage to its reputation or good name.

In the event that the Holder is held liable for an alleged breach of its obligation to advise and warn, it is the Holder's responsibility to prove that there was no breach or fault on its part.

The Holder undertakes, as an essential obligation, to provide the Purchaser with verified data and guarantees the accuracy and consistency of the data transmitted under this Framework Agreement].

The Purchaser shall provide the Holder with all documents and information that the Purchaser deems necessary for proper performance of the services.

5.1.3. Social and environmental obligations

The applicant must comply with the provisions of the reply form. In the event of noncompliance, penalties will be applied as defined in this document's "Penalties" Article.

Measures taken by the Holder may be monitored by the Purchaser.

The Holder shall ensure that its subcontractors comply with the Framework Agreement's social and environmental obligations.

5.1.4. Obligation of result

The Holder is subject to an obligation of result with regard to compliance with all measurable or quantifiable obligations, including:

- Configuration and customisation of the Solution so that it covers all functional requirements defined in the Schedule of Specific Technical Clauses (SSTC);
- The contractual deadlines defined in the Contractual Documents;
- Maintenance of the Solution in operational condition, in compliance with the indicators set out in Articles 5.7 "Solution Availability" and 5.8 "Compliance with Service Levels" of the SSAC;
- Security of the Solution, access controls and authentication methods in particular;
- Security of the Purchaser's data, conditions of data backup and reversibility in particular.

Unless otherwise stipulated herein, all the Holder's other obligations shall be of an enhanced best-efforts nature.

5.1.5. Enhanced security obligations

The Holder shall take all necessary precautions to ensure the protection and integrity of the Purchaser's data when hosting such data. It shall take all measures to prevent third parties accessing the data entrusted to it during the performance of this contract.

The Holder is also required to ensure the physical and logical security of the services and the Purchaser's Data, in particular by storing them in secure locations and, generally, by ensuring their security by taking all useful and necessary measures.

The IT resources implemented by the Holder in order to perform its contractual obligations, workstations and backup tools in particular, must comply with the security rules defined by the Purchaser, in particular in the Holder's Security Assurance Plan appended hereto; barring the exceptional procedure approved by the Purchaser, no external magnetic or electronic storage media (USB key, removable disk or other) shall be used.

The Holder undertakes to:

- Provide all guarantees and, in particular, implement state-of-the-art technical and organisational solutions ensuring data protection, in particular with regard to the legal and regulatory provisions in force, at European and national level alike, concerning protection of personal data and, in particular, the requirements laid down by European Regulation no. 2016/679 on protection of personal data ("GDPR");
- Implement all secure processing and prevention procedures in order to guarantee the proper functioning of the Solution and prevent any unauthorised access to the Data and guarantee their integrity;
- Implement all measures required to restrict access to the service to persons authorised or empowered by the Purchaser;
- Take all necessary steps to restore the integrity of data affected by an incident. The Holder is responsible for any restoration of Data unless loss of the Data's integrity is attributable to the Purchaser.

5.2. Obligations relating to Outsourcing of Services

Caisse des Dépôts et Consignations is subject to the provisions of Decree no. 2020-94 of 5 February 2020 bearing on internal and external control of Caisse des Dépôts et Consignations (hereinafter referred to as the "Decree").

The services provided for in this Framework Agreement qualify as essential services or other operational tasks essential or important to the Purchaser's business within the meaning of the Decree regulating the internal control obligations applicable to the Purchaser.

As a reminder, an outsourced essential service is any service that plays a substantial part in the company's decision to enter into a banking or related transaction with its clientele, a service that plays a direct part in the execution of such transactions, or a service whose anomaly or failure to perform is likely to seriously undermine CDC's ability to comply at all times with the conditions and obligations relating to the exercise of its business, its financial performance or the continuity of its services and activities.

As a result of the foregoing, the Holder expressly undertakes, at all times during the duration of this Framework Agreement, to comply with the obligations set out below and in the SSTC; failure to do so may incur its liability.

5.2.1. Holder's competence

The Holder is authorised or approved in accordance with the standards of its country to carry out the activities covered by this Framework Agreement and classified as outsourced essential services.

5.2.2. Information from the Contracting Authority and the Holder

The Holder shall inform Caisse des Dépôts of any event likely to have a significant impact on its ability to provide the services under this Framework Agreement efficiently and in compliance with current legislation and regulatory requirements, and in particular of any event having an impact on its approval.

Likewise, the Holder undertakes to provide CDC with any information required for the implementation of its obligations, in particular with regard to declarations and the freezing of assets and the prohibition on making funds or economic resources available or using them.

The Holder is reminded that it may not substantially modify the outsourced service without CDC's prior agreement.

For its part, CDC undertakes to provide the Holder with all information necessary to performance of the missions provided for in the Framework Agreement.

5.2.3. Normal service operation and business continuity

The Holder undertakes to maintain a level of service quality consistent with normal service operation.

In the event of an incident, serious difficulty or force majeure affecting the continuity of the service provided, the Holder shall implement internal backup mechanisms enabling the Contracting Authority to ensure continuity of services.

In this regard, the Holder declares that it has and maintains an emergency and business continuity plan (EBCP) which contains:

- a crisis management procedure;
- a backup plan ensuring continuity of service when this is no longer guaranteed due to a serious incident or,
- an IT backup plan providing for backup and recovery of
- Data and IT infrastructure;
- an administrative contingency plan for the activities covered by this Framework Agreement at a backup site separate from the usual production sites;
- a continuity plan for the skills required to provide the service.

Each party must notify the other, as soon as possible, of the existence or possibility of a material interruption to business continuity, likely to require activation of the emergency and business continuity plan.

The Holder acknowledges that the Contracting Authority may reasonably require that tests (including penetration tests) be carried out, by means of simulations, when there are significant changes in operational circumstances to the infrastructure and buildings where the Contracting Authority's Data are hosted. The Holder shall provide the results of such tests to the Contracting Authority together with details of the measures to be taken in order to remedy any shortcomings or weaknesses identified in the aforementioned IT backup plan.

5.2.4. Control

The Holder is hereby informed that the services provided for under this Framework Agreement must be included within the scope of the Contracting Authority's internal control, which must in particular remain capable of responding to any requests from the supervisory authorities.

The Holder acknowledges this and undertakes to facilitate organisation and implementation of the Contracting Authority's controls of the services covered by this Framework Agreement.

In particular, such controls must enable the Contracting Authority to assess:

- the service provider's financial soundness;
- quality of service through:
 - o action plans implemented in response to any incidents;
 - o conclusions of external audits of the service provider (supervisory authority, statutory auditors and ISAE);
- the permanent control system provided for and effectively implemented (including the results of 2nd-level controls);
- the system for protection of confidential information, including personal data;
- the business continuity plan, including for services requiring operational reliability.

The Holder must therefore allow the Contracting Authority access, whenever necessary and, where appropriate, onsite, in compliance with regulations governing communication of information, to all information on all outsourced services covered by this Framework Agreement.

To this end, the Holder shall grant access to its premises to any controller or person authorised by the Contracting Authority, provided that such controller or mandated person is not a competitor of the Holder and, if they are not subject to an obligation of professional secrecy, have provided the Holder with a confidentiality undertaking drawn up in terms approved by the latter.

The Holder undertakes to facilitate such controller's or authorised person's mission within the limits of the normal organisation of its services, which must not be disrupted as a result, and subject to safety regulations.

Controls will be carried out *at least* once a year. The dates on which they will take place will be decided by mutual agreement. In the event of persistent disagreement, the Contracting Authority alone may determine the date of controls, subject to its having notified the Holder at least one (1) month prior to such date.

The Holder may, in a reasonable manner, limit such access by the Contracting Authority, provided that it can be shown that such access would be prejudicial to its obligation of secrecy towards its other clients.

Subject to regulations on communication of information, the Holder will also allow France's Prudential Supervision and Resolution Authority (ACPR) or any equivalent foreign authority to have access, including onsite, to information on outsourced activities necessary to the exercise of its mission and relating to the services covered by this Framework Agreement.

5.2 Customised configuration of the Solution and Documentation

The Holder shall configure the Solution in collaboration with the Purchaser during implementation of the service.

The Documentation describing the Solution in detail shall be submitted to the Purchaser by the Holder as part of its offer. In the context of the services provided, it shall be customised to the Solution supplied to the Purchaser, and incorporate the configurations made. Such Documentation must enable the Purchaser to use and access the Solution under the best possible conditions.

5.3 Hosting of the Solution

The Holder undertakes to host the data required for execution of the Solution, in particular by providing a hosting infrastructure corresponding to the quality and security requirements as defined in this SSAC and in the SSTC, and, at minimum, to maintain the requirements described in the Security Assurance Plan.

The Holder undertakes to adapt the storage capacity on an ongoing basis, taking account of the volume of Data hosted, their foreseeable evolution, and the frequency and volume of Data uploaded.

The Holder's hosting centre (servers) must be located in the European Economic Area (EEA) or in a country benefiting from an adequacy decision by the European Commission within the meaning of the GDPR. In addition, the Holder's hosting centre (servers) must comply with the constraints set out in the SSTC regarding guarantees of immunity from all extra-EU regulations. As an exception to the above, the servers may be located in the United Kingdom. This EEA location requirement applies to the storage, backup and archiving of the Purchaser's data. The Purchaser must be informed of any change of hosting provider leading to a change in the hosting centre's location, including within the EEA. A change of hosting centre outside the EEA requires the Purchaser's prior agreement.

The Holder undertakes to isolate its hosting activity on behalf of the Purchaser from all its other activities, by means of a logical separation system providing security guarantees. It undertakes to separate the Purchaser's data from those of third parties.

Should the Holder decide to change any of the hosting centre's equipment (servers, storage bays, disks, etc.), it shall be personally responsible for any costs incurred, and guarantee continuity of service and availability of data access.

Network management, backups, Data and management of logical and physical access authorisations in particular must be handled with the utmost care and responsiveness on the part of the Holder, along with implementation of the necessary traceability information.

5.4 Data backup conditions

The Holder undertakes to provide the Purchaser, at the latter's request, with its current storage and backup plans, including storage and restoration procedures and frequency of backups to be applied to the Purchaser's and its Users' Data.

In any event, the Holder undertakes to implement all means necessary to ensure backup of the Purchaser's Data, and in particular to make backup copies in different locations and carry out periodic restoration tests *at least* once a year.

It is specified that backups made by the Holder shall be created without any risk, in particular in terms of the Solution's availability. The Holder undertakes to take all necessary measures to minimise risks of deterioration or loss of Data.

In the event of deterioration or loss of Data attributable to the Holder, the latter undertakes to restore the backed-up Data immediately and at its own expense.

5.5 Access to the Solution

The Solution shall be accessible 7 days a week, 24 hours a day, via a remote connection using a connection address (URL), a connection identifier (login) and a password (hereinafter referred to as Login Credentials).

Login Credentials are strictly personal and confidential. The Solution must enable user authentication implementing a password management policy that complies with the CNIL's recommendations; said authentication must be carried out using nominative accounts. The Holder and Users undertake not to disclose their Login Credentials to any third party and are solely responsible for maintaining their confidentiality and, consequently, for the consequences of their inadvertent disclosure to any third party. The Purchaser is responsible for managing User authorisations and the IT resources enabling access the Solution.

At the Purchaser's request, the Holder undertakes to set up a strong authentication system, as well as a secure solution for changing a password in the event of its loss by the User, at no additional cost to the Purchaser.

Pursuant to the SSTC, the Holder must ensure that it provides a Solution that is fully usable with current Internet browsers, including version upgrades of the software over the duration of the Framework Agreement.

5.6 White label

N/A.

5.7 Solution availability

The deadline for delivery and availability of the Solution is a maximum of 2 months as from notification of the Framework Agreement.

Availability means full accessibility from the Purchaser's network to the Solution (i.e. to the Solution's home interface and all its functionalities, as well as to the data it is required to produce and/or store under the terms of the Framework Agreement).

The Holder acknowledges that the Solution's availability is a substantial condition of the Framework Agreement's signature by the Purchaser and therefore undertakes to ensure that the Solution has a 100% availability rate with the exception of the maintenance periods provided for, which the Purchaser will be informed of with reasonable notice.

In this regard, the Holder undertakes to make every effort, in particular in terms of human resources, to ensure maximum responsiveness in the event of the occurrence of a problem that causes or is likely to cause an incident in terms of Solution availability.

5.8 Technical support

The Holder shall provide the Purchaser with a technical support service accessible online or by telephone, during working hours. The purpose of such technical support is to provide the Purchaser with assistance in using the Solution.

5.9 Service continuity procedures

5.9.1 Service continuity

The Holder must ensure the Service's availability, including in the event of "building" disasters (flood, fire, etc.) or disasters affecting staff and equipment on the site responsible for the service (pandemic, industrial action, etc.).

The Holder must specify the procedures implemented to guarantee continuity of operations and services on its site or on an external site.

The Holder must provide the following minimum guarantees:

1. The Holder has either a Business Continuity Plan (BCP) or an Emergency and Business Continuity Plan (EBCP) as defined in the Decree of 3 November 2014 relating to internal control of companies in the banking, payment services and investment services sector subject to supervision by the Prudential Supervision and Resolution Authority and Decree no. 2020-94 of 5 February 2020 relating to internal and external control of Caisse des Dépôts et Consignations.
2. The Holder has a backup site to ensure business continuity. Such backup can be organised by its own means (e.g. the existence of a second site sufficiently far away).
3. The Holder has a Computer Backup Plan or a computer backup system enabling storage of Data to be archived as part of the service. If the Holder does not have a Computer Backup Plan, the computer backup procedure must specify:
 - a. Backup frequency;
 - b. Whether internal or external backups are involved;
 - c. Backup storage location.

In addition, it shall implement mechanisms designed to manage power cuts and any other such anomalies. In addition, it shall implement mechanisms designed to manage power cuts and any other such anomalies.

Preliminary checks (technical, human and material) prior to resumption of processing on the Holder's site are the Holder's responsibility. A formal record of such checks must be communicated to the Purchaser.

The Holder is required to specify all points relating to business continuity in its response. The Holder shall notify the Purchaser of any changes made to its BCP or EBCP over the course of the service.

Annual exercises in deploying the BCP or EBCP shall be carried out with the Holder during performance of the Framework Agreement, under conditions to be specified in agreement with the Purchaser.

5.9.2 Crisis management procedures

As soon as the Framework Agreement is signed, the Holder undertakes to provide the Purchaser with details of an information system security contact and an account manager available to respond in the event of a crisis, in particular in the event of a Malfunction.

When a Malfunction occurs in a process in all or part of the Solution, the Holder undertakes to:

- contribute to crisis management without delay, as part of a unit led by the Purchaser, even if the Solution is not directly concerned by the Malfunction, as long as it has to do with the Malfunction targeted by crisis management;
- involve the Purchaser in crisis management as part of a unit led by the Holder in the event of a Malfunction directly impacting the Solution;
- implement the actions decided by the crisis unit led by the Purchaser within the deadlines set jointly.

5.10 Service levels

5.10.2 General principles

In the context of provision of the Solution and in order to maintain its quality and continuity, the Holder, as an obligation of result, undertakes to comply with the service level commitments (quality and deadlines) described below in the context of the Solution's hosting and operation, and to do so with all the care and diligence that the Purchaser is entitled to expect from a professional in the field of electronically accessible services.

The Holder undertakes to inform the Purchaser of any event, choice or measure that disrupts the quality and/or continuity of the Service. It also undertakes to inform the Purchaser as soon as possible in the event of the Solution's unavailability and to restore the Service in compliance with the service level commitments defined herein and the commitments defined in its offer.

Commitments in terms of the Holder's responsiveness and the Solution's availability are defined below.

Failure to comply with these service levels will result in application of the penalties set out in the "Penalties" Article, without prejudice to the Purchaser's right to terminate the Framework Agreement ipso jure, under the conditions defined in the "Termination of the Framework Agreement" Article.

5.10.2 How Malfunctions are taken into account

In the event of (partial or total) Malfunction of the Solution, including, in the event of unavailability and loss of Data/loss of integrity of Data, the following terms and conditions shall apply:

- The Holder shall alert the Purchaser of the Malfunction of the Solution by any means agreed between the Parties (immediately after its discovery). Where applicable, in the absence of an alert by the Service Provider, the Purchaser shall alert the Holder of the Solution Malfunction by any means agreed between the Parties.
- Once one of the Parties has sent information on the Malfunction to the other Party (hereinafter referred to as **Notification**), the deadlines for taking the Malfunction into account, providing a solution to circumvent the Malfunction (where applicable), and providing a definitive correction of the Malfunction, by the Holder, start to run.

- As from Notification, the time the Holder takes to take the Malfunction into account must not exceed:
 - 15 minutes to take account of the trouble ticket in the event of Malfunction.
 - 2 working hours for its intervention.
- The Holder undertakes to implement a "definitive correction" within a maximum resolution period starting from Notification of the Malfunction of:
 - 2 working hours.
- Implementation of the definitive correction must enable normal resumption of the Holder's activity on the Solution, pursuant to the contractual specifications.
- The precise causes of Malfunctions as well as the actions taken to resolve them must be communicated to the Purchaser as soon as the incident is closed. Only the Purchaser is authorised to close an incident following the Holder's declaration that the problem has been resolved.

5.11 Audit

The provisions of this article complement Article 24 of the SGAC-ICT.

In addition to audits under the *European Data Protection Regulation*, the Parties agree that, after giving the Holder at least fifteen (15) working days' written notice (except in the event of an urgent intervention following a security incident), the Purchaser may have audits carried out at its own expense, security audits in particular.

Such audits may be carried out either by a Caisse des Dépôts Group internal audit structure subject to the confidentiality obligation referred to *above*, or by a firm external to the Caisse des Dépôts Group, subject to a confidentiality obligation, which must not be a direct competitor of the Holder.

It is expressly agreed that the Holder shall have the right to justifiably refuse an external company proposed by the Purchaser for the aforementioned reason. If the Purchaser deems the Holder's refusal to be sufficiently justified, it will provide the Holder with the name of another company.

In the context of such audits, the Holder undertakes to cooperate fully with the Purchaser's internal auditors or with the external company appointed by the Purchaser for this purpose, and to provide them with all necessary information.

In the event that an audit report reveals noncompliance with the Holder's obligations under this Framework Agreement, the Holder expressly undertakes to implement the necessary corrective measures within fifteen (15) working days of notification of noncompliance by the Purchaser to the Holder, at the Holder's sole expense.

It also undertakes to propose an action plan (correction or workaround) designed to remedy any security breach observed during such audits or in any other circumstance, jeopardising the confidentiality or integrity of the Purchaser's and/or its Affiliates' Data (correction or workaround). Breaches shall be treated as Anomalies.

The Parties agree that, in any event, the audit procedure shall not exempt the Holder from compliance with its contractual obligations.

At the Purchaser's sole discretion, failure to take corrective action or to take partial account of the Purchaser's observations shall result in termination of the Framework Agreement to the sole fault of the Holder.

The content of audits carried out and/or the absence of an audit are not enforceable against the Contracting Authority, as the Holder retains full control of the obligations incumbent upon it.

5.12 Restitution and Reversibility

The provisions of this article complement Article 42 of the SGAC-ICT.

At the end of performance of the Framework Agreement, whatever the cause, including termination of the current Framework Agreement, the Holder undertakes, at the Purchaser's request, to return and then destroy all the Purchaser's Data in its possession and/or stored by the Holder. Such restitution will be at the Holder's expense, under the conditions and in the format defined by the Purchaser at the time of the Framework Agreement's cessation.

The Holder undertakes not to retain any data without the Purchaser's prior agreement. The Holder's request to the Purchaser to retain data from the Framework Agreement must be justified and must specify the nature of the Data concerned. Destruction of the Data will be attested by the drafting of a destruction certificate. The Purchaser reserves the right to carry out any check it deems necessary in order to ascertain compliance with these obligations, and the Holder hereby waives any right of retention.

The Purchaser shall cooperate actively with the Holder in order to facilitate retrieval of the Data and, if necessary, transmission of the Data to another service provider.

The Holder shall ensure that the Purchaser can continue to use the Data without interruption, either directly or with the assistance of another service provider.

At the Purchaser's request, which may be motivated by the end of the Framework Agreement's execution or its termination, the Holder undertakes to provide a reversibility service, at technical level, of the saved data and all other elements it possesses, in order to enable the Purchaser or a third-party service provider, freely chosen by the Purchaser, to recover the data under the best possible conditions, without any disruption of service or damage for the Purchaser. The Service Provider shall provide reversibility services in compliance with the provisions of the reversibility plan (hereinafter the "Plan") appended to the Framework Agreement, which shall be regularly tested and updated during the term of the Framework Agreement.

In parallel with the reversibility phase, the Parties agree that at the end of the Framework Agreement, and for two months thereafter, the Holder undertakes to respond to any request for assistance made by the Purchaser. The contractual and financial terms of any request for technical assistance will be determined by the Parties on the basis of proposals drawn up by the Holder as quickly as possible.

Under the reversibility services described in the Plan, the Holder undertakes to:

- a) systematically inform the Purchaser of any change that may affect reversibility;
- b) include in any contracts it may enter into or which may be useful for operation and maintenance, clauses requiring its co-contractor to comply with the terms of this Framework Agreement. If such clauses are not

accepted by a supplier, the Holder undertakes to inform the Purchaser and discuss the matter with it prior to taking any action, in order to agree on measures to be taken in consequence;

c) provide the Purchaser, at the latest upon return of the files, data and information belonging to it, with any information, recommendation, advice or document necessary or useful to the Purchaser for implementation of a service of a level equivalent to that provided by the Holder under this Framework Agreement;

d) ensure transfer to the Purchaser's teams of the skills enabling it to have the data taken over by a third party and enable their migration to such third party. Skills transfer s generally consists of communication to the Purchaser, or to the third party designated by the Purchaser, of any information whatsoever enabling the transfer of its data to another service provider;

e) ensure continuity of the Solution during the reversibility phase, in compliance with the service levels specified in the Framework Agreement.

All the services described in the Plan are included in the Framework Agreement price.

It is understood that implementation of the Plan will take place three (3) months before the end of the Framework Agreement and for whatever duration is necessary for its implementation. In the event of termination, this phase will take place upon the Purchaser's notification of termination of the Framework Agreement, and for whatever duration is necessary for implementation of the reversibility plan.

Where applicable, the Framework Agreement will be extended until completion of the reversibility services provided for in the Plan, which will be evidenced by the Purchaser's signature of an unconditional reversibility completion report.

5.13 Computer security

5.13.1 Malware infection of Deliverables

The Holder undertakes to provide Deliverables that are Malware-free.

Prior to any delivery of media, the Holder undertakes to carry out Malware detection using detection and eradication tools incorporating functionalities recognised by the Framework Agreement, in their latest version available at time of delivery.

If, following this check, it is found that the Malware detection procedure implemented by the Holder was ineffective, the Purchaser shall notify the Holder by phone, post or email that a Malware has been detected, as soon as possible.

In response to such notification, the Holder shall deliver, as soon as possible and free of charge, the appropriate Malware-free replacement media.

5.13.2 Malware infection of the information system

In the event of the introduction of Malware into the Purchaser's information system, the Holder and the Purchaser agree to collaborate in order to determine its origin by mutual agreement and to eradicate its consequences.

Should the introduction of Malware be attributable to the Purchaser alone, it shall bear the costs of diagnosis and restoration.

Should the introduction of the Malware be attributable to the Holder, it shall bear the costs of diagnosis and restoration.

5.13.3 Procedures for Handling Security Incidents

The Holder undertakes to inform the Purchaser, within 72 hours of its occurrence, of any Security Incident impacting the Solution and affecting the Purchaser's or Holder's information systems, implemented in the context of the Framework Agreement, in particular cases of unavailability of the Service, Malware infection, unauthorised access or modifications, and known or suspected exploitation of security vulnerabilities.

The Holder shall document all Security Incidents, stating the facts concerning the Security Incident, the types of Data involved, its effects and the measures taken to remedy it.

The Holder undertakes to communicate the information in its possession as soon as it becomes aware of a Security Incident, and to complete it as and when it analyses the Security Incident. The Holder shall respond to the Purchaser's requests for further information concerning the Security Incident as soon as possible.

Notifications of Security Incidents by the Holder must be sent simultaneously:

- to the Purchaser's contacts responsible for the contractual relationship;
- to the Purchaser's business contacts/project owners whom the Holder is in contact with in the context of the Service;
- to the Caisse des Dépôts Group's CERT, the operational team responsible for managing Security Incidents that could impact the Group, via cert@caissedesdepots.fr.

The Holder undertakes to implement a procedure for handling Security Incidents. It undertakes to inform the Purchaser of progress in handling Security Incidents in the context of *ad hoc committees*.

The Holder guarantees that its subcontractors, employees and agents will not exploit any security vulnerabilities, except with the Purchaser's prior written consent.

5.13.4 Penetration and vulnerability tests

Without prejudice to the penetration and vulnerability tests carried out by the Holder on its information systems (see the TRF's Requirement 027), at the Purchaser's request, the Holder undertakes to carry out penetration and vulnerability tests on the production environment for the purpose of assessing information systems' ability to withstand computer security attacks. An amendment to the contract will be notified to the Holder to this effect upon presentation of a quotation.

At minimum, such tests must be designed to:

- respond to threats and keep information systems protected at all times,
- identify and manage information system vulnerabilities,
- reduce possibilities of information system breakdowns,
- Improve the information systems' level of compliance with applicable standards and norms.

The Holder shall provide the Purchaser with a detailed report on penetration and vulnerability tests carried out, including all test results, as well as countermeasures and recommendations for securing information systems.

If the penetration and vulnerability test report reveals vulnerabilities, these will be taken into account and dealt with between the Parties under the conditions set out below.

5.13.5 Procedures for correcting vulnerabilities

Any vulnerability likely to compromise the security of the Solution or the Purchaser's Data must be taken into account as quickly as possible.

In the event of any vulnerability affecting the Solution, the Holder undertakes to:

- implement a temporary patch or workaround solution as quickly as possible, based on regular exchanges with the Purchaser's information system security managers;
- implement a definitive patch as soon as possible after discussions with the Purchaser's information system security managers.

In any event, the Holder undertakes to implement a solution within the deadlines below, it being specified that the criticality of vulnerabilities will be calculated on the basis of the criteria established by the Common Vulnerability Scoring System (CVSS), a standardised vulnerability criticality assessment system:

CVSS base score v3	Maximum deadline for application of a temporary patch or workaround	Maximum deadline for application of a definitive patch
9.0-10.0	5 (five) days	30 (thirty) days
7-8.9	30 (thirty) days	90 (ninety) days
4-6.9	Not applicable	180 (one hundred and eighty) days

Penalties for noncompliance with the above commitments will be applied under the conditions defined in the "Penalties" Article.

5.13.6 Traceability

The Holder undertakes to preserve and protect the integrity of event logs and traces of events generated by the Purchaser's use of the Solution in the performance of this Framework Agreement. It undertakes to take the necessary measures with regard to its staff, subcontractors and suppliers to ensure, under its responsibility, the preservation of event logs and traces for a period in compliance with the texts and recommendations currently in force.

The Holder shall make connection traces and event logs available to the Purchaser on an ongoing basis via an API or other dedicated mechanism capable of being integrated into the Purchaser's log management system.

The Holder undertakes to inform the Purchaser of any Malfunction it detects in the connection traces.

5.13 Guaranteed counterfeit protection

This article expressly derogates from the "Guarantee of rights" stipulations contained in Article 46.4.2 of the SGAC-ICT.

The Holder declares that the Solution and the other elements supplied (including the Documentation) or implemented by it under this Framework Agreement are its exclusive property or that it holds the intellectual property rights over them authorising it to enter into this Framework Agreement and to grant to the Purchaser the rights contained therein, and that therefore nothing stands in the way of entering into the Framework Agreement.

The Holder shall indemnify the Purchaser against any action, claim, demand or objection brought by third parties on the grounds that all or part of the Solution, Adaptations or Deliverables produced constitute an infringement of pre-existing intellectual property rights claimed by third parties, or an act of parasitic unfair competition, as the Purchaser cannot be held liable in this respect.

In this regard, the Titleholder shall bear all damages, without limitation, which the Purchaser may be ordered to pay or be liable to pay under the terms of a court decision or a transaction concluded with the third party making the claim, as well as compensation and costs of all kinds incurred by the Purchaser in defending itself, including legal and court costs.

In the event of a such a claim, the Holder shall, at its option and expense and within a timeframe compatible with the Purchaser's obligation to ensure its activity:

- modify all or part of the disputed element in order to avoid infringement, without any impact on compliance with the Framework Agreement's specifications.
- or obtain authorisation for the Purchaser to continue using it,
- or provide a replacement solution that meets the Framework Agreement's specifications and does not give rise to third-party action.

In the absence of the Holder's implementation of one of the three aforementioned solutions, the Holder shall bear all costs incurred by the Purchaser in order to ensure the continuity of its activity.

It is specified that this article will remain in force for the duration of the rights assigned under the Framework Agreement, and therefore after cessation of this Framework Agreement for any reason whatsoever, and in particular in the event of termination.

5.14 Obligations of Confidentiality

This article supplements Article 5.1 of the SGAC-ICT.

Documents, files, data and information of any kind, relating to the Parties and exchanged between them by any means whatsoever are strictly confidential and in any event remain the property of the Party that communicated them. All documents, records, data and information of a technical, organisational or financial nature of which the Holder may have become aware in the context of the Framework Agreement are also strictly confidential, in particular information relating to the Purchaser's anti-money laundering system, organisation and risk prevention strategy.

Compliance with this obligation of confidentiality shall be ensured in particular by the following means, subject to special stipulations:

- ♦ At the Purchaser's option, the Holder undertakes to return to the Purchaser or destroy all documents that may have come to its knowledge in the context of the Framework Agreement. In this case, the Holder must provide the Purchaser, on first request, with a certificate guaranteeing that such destruction has been carried out. However, a single copy may be kept for archival purposes and only to meet legal, accounting or regulatory obligations; such copy must be kept under strict conditions of confidentiality;
- ♦ any IT resources used by the Holder to fulfil its contractual obligations, workstations and backup tools in particular, must comply with the security rules defined in the Holder's Security Assurance Plan appended to the Framework Agreement; barring the exceptional procedure approved by the Purchaser, no external magnetic or electronic storage media (USB key, removable disk or other) shall be used;
- ♦ the Holder shall take all reasonable precautions to ensure the protection and integrity of the Data and information to which it has access under this Framework Agreement;
- ♦ it also undertakes not to duplicate, copy or reproduce in any way whatsoever documents containing confidential information without the prior written consent of the Purchaser.

The Holder is released from its confidentiality obligations with respect to all confidential information:

- that has entered the public domain in the absence of any fault attributable to it;
- whose disclosure to a third party has been authorised by the Purchaser in writing addressed specifically to the Holder;
- that the Holder is required to disclose by law or regulation.

The Holder guarantees that this obligation of confidentiality will be respected by its directors, its employees, its subcontractors and other potential co-contractors, and any other third party participating in any capacity whatsoever in performance of the services or creation of Deliverables, as defined in this Framework Agreement, to whom it may have been authorised by the Purchaser to communicate confidential information, and as regards both the very existence of the Framework Agreement and the Purchaser's objectives. In this respect, the Holder undertakes to conclude confidentiality agreements with the subcontractors, co-contractors and other third parties concerned, containing requirements at least as restrictive as those in this article; it being understood that the Holder guarantees that the persons referred to in this paragraph comply with this obligation of confidentiality.

This obligation of confidentiality is valid for the entire duration of the contractual relations between the Holder and the Purchaser, and for two (2) years from their cessation, for whatever reason.

5.15 Personal data protection

This article expressly derogates from Article 5.2 of the SGAC-ICT.

Each of the Parties undertakes to comply with the regulations in force applicable to the processing of personal data ("Personal Data"), in particular Act no. 78-17 of 6 January 1978 as amended and updated, and the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27

April 2016 on the protection of individuals with regard to the processing of personal data, on the free movement of such data and repealing Directive 95/46/EC (the "Applicable Data Protection Regulations").

The Holder will have access to Personal Data during performance of the services assigned to it under the Framework Agreement.

In this respect, the Holder undertakes to comply with the stipulations of the "Subcontracting of Personal Data Processing" appendix attached hereto, which provides the contractual framework applicable between the Purchaser, acting as data controller, and the Holder acting as data processor within the meaning of the Applicable Data Protection Regulations.

5.16 Force majeure

This article expressly derogates from Article 13.3 of the SGAC-ICT.

In the event of force majeure, the Parties shall not be held liable for non-performance of their obligations under the Framework Agreement, and no penalty, fine or compensation whatsoever shall be due.

If a force majeure event occurs, the party prevented from fulfilling its contractual obligations must, within five (5) working days as from the occurrence of the event, and under penalty of being unable to exercise them:

- notify the other party by registered letter with acknowledgement of receipt of the occurrence of the event, justifying its force majeure nature;
- indicate its foreseeable duration;
- inform the other Party of the measures taken or to be taken.

Performance of the Framework Agreement is then suspended for the duration of the said force majeure and then resumes.

However, as soon as the cause of the suspension of their mutual obligations has disappeared, the Parties shall resume normal performance of their contractual obligations. The Party prevented from fulfilling its obligations shall notify the other Party of the resumption of its obligation by registered letter with acknowledgement of receipt.

If, as a result of the force majeure event, the Party concerned is prevented from fulfilling its obligations for a period exceeding one (1) month, the Purchaser reserves the right to terminate the Framework Agreement, such provision being exclusive of the award of any damages to either Party.

Cases of force majeure are expressly considered to be those usually qualified as such by Article 1218 of the French Civil Code and administrative jurisprudence.

5.17 The Holder's recourse to third parties for execution of the Framework Agreement

The Holder may use subcontractors in order to perform part of the services under the Framework Agreement, provided that it has first obtained the Purchaser's acceptance of each subcontractor and approval of its terms of payment, either before notification of the Framework Agreement or during its performance.

Total subcontracting of the Framework Agreement is strictly forbidden.

When the value of the subcontract is equal to or greater than six hundred (600) euros including tax, the "direct" subcontractor who has been accepted and whose terms of payment have been approved by the Purchaser shall be paid directly by the latter, for the part of the Framework Agreement for which it is directly responsible.

In the event of authorised subcontracting, the Holder remains solely responsible for its obligations under the Framework Agreement.

It is expressly agreed that any subcontractor called upon by the Holder is subject to the requirements set out in all the contractual documents, and in particular to the rules of quality, confidentiality and security set out in the contractual documents.

If the Holder intends to use the services of one or more third parties of foreign nationality, it shall provide the Purchaser with a declaration of the third party or parties concerned, clearly identifying them and worded as follows:

"I agree that French law shall be the only applicable law and that the French courts shall have exclusive jurisdiction for the performance of this Framework Agreement. My requests for payment shall be stated in the Framework Agreement's base currency and subject to the terms and conditions of these specifications. Their price shall remain unchanged in the event of exchange rate fluctuations. Correspondence relating to the Framework Agreement is written in French."

If the third party or parties concerned are subcontractors, this declaration shall be sent to the Purchaser together with the declaration of subcontracting form (CERFA DC4 form) in accordance with the provisions of Article 3.6 of the SGAC-ICT.

5.18 Undeclared Work

The Holder undertakes to ensure that the persons it assigns to performance of the Framework Agreement are employed in compliance with the law, and in particular with the French Labour Code.

Should the Holder intend to call upon employees of foreign nationality to carry out services under the Framework Agreement, it shall ensure that these employees are authorised to carry out a professional activity in France at the time of their employment.

6 FRAMEWORK AGREEMENT PRICE

6.1 Characteristics of prices practised

The services covered by the Framework Agreement are paid for **at unit prices by applying the unit prices specified in the Schedule of Unit Prices (SUP) to the quantities actually supplied.**

In all cases, Framework Agreement prices are deemed to include all taxes and other charges obligatorily levied on the service, and in particular, all costs and expenditures necessary for the Holder to carry out the service in question, including professional expenses (travel, meals and accommodation specific to the mission) as well as the granting of intellectual property rights on the Solution and assignment of intellectual property rights on Deliverables excluding the Solution.

6.2 Procedures regarding variations of Framework Agreement prices

Framework Agreement prices are deemed to have been established on the basis of the economic conditions prevailing in the month in which tenders were submitted. This month is referred to as "month zero".

Framework Agreement prices are revisable **annually** on the anniversary date of notification of the Framework Agreement, on the Holder's written request, by applying a coefficient Cn to Framework Agreement prices, given by the following formula:

Formula
$C_n = 15.00\% + 85.00\% (I_n/I_0)$

where I₀ and I_n are the values taken by reference index I in month zero and month n respectively.

The month "n" used for each revision shall be the month preceding that in which the new period of application of the formula begins. Prices so revised will be firm and invariable during this period.

The reference index I, is the **SYN Honoraires SYNTEC (companies subject to VAT) index** applied to prices:

Index	Prices concerned
SYN	All prices

When the reference index I for month "n" is not known at the contractual price revision date, reference is made to an earlier sliding 12-month period preceding the last index published on the anniversary date.

7 ADVANCE

N/A.

8.1 Down payments and final partial payments

Notwithstanding Article 11.2 of the SGAC-ICT., and unless otherwise stipulated, the services provided under the Framework Agreement are paid for as follows:

- The initial configuration of the Solution at a global fixed price (*setup*) will be paid in arrears after the service has been rendered. A single down payment may be made, up to a maximum of 50% of the total contracted amount.
- The fixed part of the subscription will be paid quarterly.
- Unit-price services are settled annually on the basis of invoices issued by the Holder following the Purchaser's verification of volumes actually supplied. The amount for services actually performed is paid following verification and acceptance of the services or Deliverables in compliance with the Framework Agreement's stipulations and on presentation of a request for payment (invoice) by the Holder.

8.2 Submitting payment requests

Requests for payment shall be presented in accordance with the conditions laid down in Articles 11.3 of the SGAC-ICT and D2192-2 of the French Public Procurement Code, and, in addition to legal notices, shall include the following information:

- the nature of the services provided;
- where applicable, indemnities, bonuses and deductions other than the retention money, established in compliance with the Framework Agreement's stipulations;
- in the case of subcontracting, the nature of the services performed by the subcontractor, their total amount excluding taxes and, where applicable, the price variations established excluding taxes;
- in the case of a joint venture, for each economic operator, the amount of services provided by the economic operator;
- the invoice date;
- all discounts, rebates, refunds or reductions acquired and quantifiable at the time of the Framework Agreement and directly related to the Framework Agreement;
- the amounts and rates of VAT legally applicable or, where applicable, the benefit of an exemption;
- the amount for services accepted, established in accordance with the breakdown of unit prices, excluding VAT and, where applicable, less any discounts;
- the amount for services accepted, established in accordance with breakdown of lump-sum prices, excluding VAT and, where applicable, less any discounts;
- date of performance of services;
- the designation of the debtor;

- contract number;
- the bank or postal account number;
- if applicable, the SIRET number;
- if applicable, the registration reference for the trade directory;
- the creditor's personal or company name;

Payment requests must include the Purchaser's order number. Failing this, they will be returned to the Holder.

In addition, each invoice must include bank details in IBAN format.

Billing descriptor:

Caisse des Dépôts et Consignations
DEOFF2-Plateforme d'exécution des dépenses
56 rue de Lille
75356 PARIS 07 SP

Invoice transmission:

Invoices are submitted and transmitted exclusively electronically on Cegedim's SY portal (native PDF file, no scanning).

Invoices sent by any other means (post, e-mail, etc.) shall be rejected (electronic invoicing mandatory from 1 January 2020).

For access to the SY portal, the Holder receives its access codes at the contact e-mail address declared on the Provigis platform when the Framework Agreement was awarded. If you do not receive your access codes, please contact the following e-mail address: assistance-sy@caissedesdepots.fr.

The SY portal allows you to consult the status of invoices from integration by Caisse des Dépôts through to payment.

The "Invoice Caisse des Dépôts more easily, receive your payments more quickly" procedure and "Portail SY - Les bonnes pratiques à adopter" (SY Portal - Best practices) are detailed in the appendix, and should be forwarded to your invoicing department.

8.3 Overall payment period

The services will be financed as follows: direct, non-deferred payment of the price from Caisse des Dépôts' own budget.

Sums due to the Holder(s) and to any first-tier subcontractor(s) under the Framework Agreement shall be paid within 30 days as from the date of receipt of invoices or equivalent requests for payment.

When the sums due in principal have not been paid on expiry of the payment deadline, the Holder is entitled, without having to request them, to the payment of default interest as well as a fixed indemnity for collection costs, the amount and payment deadline of which are determined in application of Articles R.2192-31 to R.2192-36 of the French Public Procurement Code.

Notwithstanding Articles 32, 33 and 34 of the SGAC-ICT., regular service checks shall be carried out under the following conditions.

The purpose of Verification of Regular Service (VRS), hereinafter referred to as "Acceptance", is to ascertain that the Solution supplied by the Holder is capable of ensuring regular service under normal operating conditions in compliance with the requirements and specifications described in the contractual documents (in particular, compliance with defined service levels and the Solution's conformity with the Documentation) with a view to declaring Acceptance of the Solution.

The verification operation begins once the Solution has been delivered to the operating environment and lasts **four (4) weeks**.

During the VRS period, the Holder undertakes to correct all Malfunctions reported to it by the Purchaser, in compliance with contractual service levels.

The service will be regular if, in particular:

- response times comply with the commitments made by the Holder;
- no Malfunction attributable to the Holder is observed. In the event of a Malfunction, the Holder must provide proof that none of its services is the cause;
- incident responses are carried out in compliance with the commitments made by the Holder.

At the end of the Verification of Regular Service period, if the Purchaser has not notified the Holder of any Major or Blocking Malfunction, Acceptance will be deemed tacitly pronounced without any Major or Blocking Malfunction.

If the Purchaser observes the presence of Major or Blocking Malfunction(s) during the VRS period, the following provisions apply:

- The Purchaser shall notify the Holder in writing of any Major or Blocking Malfunction(s) observed, which shall be corrected by the Holder in compliance with the deadlines provide for in the contractual service levels.
- The provisions of the "Penalties for Delay" and "Delay in Making the Solution Available" Articles shall apply, without prejudice to application of additional penalties for failure to comply with service levels if the Malfunctions are not dealt with by the Holder within the required timeframe.
- The Purchaser's obligation to pay will be suspended until the Purchaser has accepted the Solution.
- In the event of failure to meet the contractual deadlines for correcting Major or Blocking Malfunction(s), the Purchaser may:
 - o definitively refuse Acceptance of the Solution, in which case it may terminate the Framework Agreement pre-emptively ipso jure, on the date of dispatch of the notification of refusal without formal notice, notwithstanding the provisions of Chapter 8 "Termination" of the SGAC-ICT. Final refusal to accept the Solution shall result in non-payment of all sums due to the Holder under the Framework Agreement, without prejudice to the application of penalties and any damages to the benefit of the Purchaser.

- accept the Solution as is, subject to application of a price reduction proportional to the imperfections observed. The decision to apply a discount shall be taken under the conditions defined in Article 34.3 of the SGAC-ICT.
- Acceptance of the Solution shall be evidenced by an Acceptance Report issued by the Purchaser.

10 GUARANTEES

10.1 Guarantee of Regulatory Compliance

The Holder guarantees the Purchaser that the Solution complies with current standards and regulations.

10.2 Guarantee of Backward Compatibility

The Holder guarantees the backward compatibility of successive versions of the Solution.

10.3 Guarantee of Non-Regression

The Holder guarantees that the Solution's functionalities will be maintained over time.

The Holder guarantees maintenance of the Solution's and Deliverables' performances, and undertakes to ensure that performances and ergonomic qualities do not deteriorate as a result of the Holder's actions, throughout the performance of the Framework Agreement.

10.4 Guarantee of Scalability

In general, the Holder guarantees the Solution's scalability in terms of storage capacity and technical features alike.

The Holder guarantees that it is capable of evolving in line with the state of the art and legislative and regulatory developments.

10.5 Guarantee of Compliant Delivery

The Holder guarantees that the Solution complies with the requirements expressed by the Purchaser and with the specifications described in its documentation and in the contractual documents for the entire duration of the Framework Agreement.

11 MAINTENANCE, TRAINING AND TECHNOLOGICAL AND REGULATORY DEVELOPMENTS REGARDING THE SOLUTION

11.1 Maintenance and technological and regulatory developments

The Holder must provide the maintenance services necessary to proper operation and continuity of the Solution made available to the Purchaser. It is solely responsible for any Malfunctions caused by lack of maintenance.

Under no circumstances may it exonerate itself from its responsibility for maintenance of the Solution made available to the Purchaser, except in the event of a fault exclusively attributable to the Purchaser.

In the context of its obligation of result, it undertakes to:

- correct Malfunctions in compliance with the service level commitments set forth herein;
- adapt the Solution to developments in the state of the art, the rules of the art and the regulations applicable in the field, and more generally any regulations relevant to the performance of this Framework Agreement;
- provide updates and improvements to functionalities without delay, guaranteeing that performance is maintained and that there is no functional regression.

It is agreed that such maintenance and the technological and regulatory developments referred to above be included in the fixed prices provided for in the Framework Agreement.

11.2 Training

Provisions relating to training are detailed in the SSTC.

The Holder must provide initial training on the Solution (see SUP) as well as occasional additional training sessions.

The Holder guarantees the Purchaser that it will assign competent, available instructors to these training sessions, and states that sessions are adapted to the knowledge and experience of the Purchaser's Users.

12 INTELLECTUAL PROPERTY LAW APPLICABLE TO THE FRAMEWORK AGREEMENT

This article expressly derogates from Chapter 7 of the SGAC-ICT.

12.1 Parties' ownership of Pre-existing elements

Each of the parties is and remains the owner of its works and inventions (in particular software, methodologies and studies) protected or likely to be protected under legal provisions relating to intellectual property, techniques and knowhow (hereinafter referred to as "**Pre-existing Elements**") prior to and/or external to the Framework Agreement.

The Holder grants the Purchaser a right of exploitation on its Pre-existing Elements necessary to the Purchaser in order to enable it to benefit from the Deliverables created in compliance with their use and

purpose. Such right is granted free of charge and on a non-exclusive basis, for the same duration and the same territory as those referred to in the "Transfer of Intellectual Property Rights on Deliverables" Article below.

Evolutions and updates of the Solution by the Holder constitute the Holder's Pre-existing Elements.

The reproduction or use by the Holder, for purposes other than the performance of this Framework Agreement of Pre-existing Elements transmitted by the Purchaser (data, files, documents of any kind) is prohibited without the written authorisation of the Purchaser and is covered by the stipulations of the "Confidentiality" Article.

The Holder undertakes not to infringe the intellectual property rights of the Purchaser's Pre-existing elements, in any way whatsoever, and to ensure that its personnel and subcontractors assigned to perform the Framework Agreement make the same commitment.

The Purchaser is the sole owner of the trademarks, names, acronyms, logos, colours, graphics or other signs relating to the Pre-existing Elements transmitted, and which could be used within the framework of the services provided by the Holder. It undertakes to respect the "Caisse des Dépôts", "Groupe Caisse des Dépôts" and any other of the Purchaser's protected trademarks and to request prior agreement before making any communication incorporating Caisse des Dépôts' trademarks.

The Holder undertakes to respect all intellectual property rights on the Purchaser's distinctive signs and shall refrain from creating any analogy in the public mind, for any purpose whatsoever and by any means whatsoever.

12.1 Rights granted on the Solution

The Holder guarantees that it owns or is vested with all intellectual property rights relating to the Solution.

The Purchaser have a personal and non-exclusive right to use the Solution and associated Documentation, worldwide and for the term of the Framework Agreement. This right of use is included in the price of the Service.

This right of use allows the Purchaser to use the Service and associated Documentation for the needs of the Framework Agreement. This right also includes the right to authorise the Purchaser's clients to use the Solution for needs related to the purpose of the Framework Agreement.

This right of use also entitles the Purchaser to manage, utilise, reproduce and make any necessary use of the content and Data resulting from the Solution.

This right of use may be transferred by the Purchaser to one of its subsidiaries after informing the Holder in writing.

The Holder also expressly authorises use of the Solution by any third party acting on behalf of and under the responsibility of the Purchaser or its clients, at no additional cost and in any whatever capacity such third parties are acting.

The price of the concession described in this article is included in the Framework Agreement price.

12.2 Intellectual property rights on Deliverables

The Holder undertakes to deliver to the Purchaser the Deliverables produced in the context of the Framework Agreement. In this respect, the Holder shall transfer to the Purchaser, on an exclusive and irrevocable basis, in compliance with Article L. 131-3 of the French Intellectual Property Code, all proprietary rights pertaining to the said Deliverables at the date of production, for the duration of copyright protection, worldwide, and for any present or future purpose and use that the Purchaser intends to make of them.

In particular, the proprietary rights assigned include the right of use, the right of reproduction, the right of adaptation, the right of representation, the right of commercialisation and the right to grant any third party, by way of transfer or concession, the same rights as those assigned to the Purchaser.

The price of the transfer is included in the price of the services covered by this Framework Agreement.

12.3 Open-source components

In the event that the Holder includes so-called "free" or "open-source" components in the Solution, it undertakes to give preference to components subject to licensing conditions that do not entail any obligation on the Purchaser's part towards the "open source" community concerned. If the Holder is unable to give preference to such components, it shall inform the Purchaser in writing, prior to the start of services.

12.4 Ownership of recordings

As an essential condition of this Framework Agreement, it is specified that the Purchaser is the sole owner of the recordings. These recordings are strictly confidential and may not be used or exploited in any way by the Holder.

Consequently, as an essential obligation, the Holder undertakes, throughout the duration of the Framework Agreement, as well as after its cessation, for any reason whatsoever, not to disclose any recordings or transcripts or documents concerning the recordings, their playback, or requisitions ordered by any authority whatsoever concerning the recordings without the prior written consent of the Purchaser.

13. Penalties

13.1 Common stipulations

The stipulations of this article derogate from the terms of Article 14 of the SGAC-ICT.

In the event of failure to comply with its contractual obligations, the Holder shall incur the penalties provided for in this article. It is specified that the application of penalties does not restrict the Purchaser's right to terminate the Framework Agreement in application of the contractual stipulations.

Mobile phone recording and archiving services are essential to ensure CDC's compliance with its MiFID2 commitments. Non-availability of this service will trigger application of the following penalties: €100

excluding tax per completed period of 1 working day of unavailability of the recording and archiving service or the administration and replay services.

If the total of penalties for a calendar month exceeds 2.5% of the total invoiced by the HOLDER for that calendar month, excluding tax, the penalty will be capped at 2.5% of the total invoiced excluding tax.

Example:

3 working days of unavailability of the mobile phone recording and archiving service during the calendar month, plus 1 working day of unavailability of the replay platform. The penalty applied for this calendar month will therefore be $4 * €100 = €400$ excluding VAT, capped at 2.5% of the total, excluding tax, realised by the Holder for such calendar month.

Penalties may be cumulative.

Any late delivery penalty shall begin to run, without need for formal notice, on the day following the expiry of the contractual deadline for performance of the services and under the conditions defined in Article 4 of this SSAC, unless the deadline for performance is extended by the Purchaser in accordance with the Contractual Documents, or unless it is due to force majeure, subject to the stipulations of Articles 13.3 and 23.4 of the SGAC-ICT.

Penalties other than late delivery penalties and penalties for noncompliance with service levels shall only be applied after the Holder has been given formal notice to comply with its contractual obligations or to submit its observations, within a period set by the Purchaser.

The fact that a service indicator is not accompanied by a penalty calculation in no way implies that the Purchaser waives the corresponding contractual service level.

Indicators other than those referenced may be taken into account because they are representative of an area for quality improvement, or because the Parties consider that some indicators are not or are no longer relevant, or because experience indicates that the service levels actually achieved are persistently (for at least three (3) consecutive months) below the contractual values. In this latter case, the Purchaser's request to add a penalty to the aforementioned indicator shall be considered as-of-right.

The Purchaser will issue an enforcement order for the total amount of the penalties. It is agreed that the Purchaser may deduct the amount of such enforcement order from the payment corresponding to the month of service in which the penalties are incurred.

Penalty statements are notified to the Holder.

Should the Holder reach the penalty ceiling, the Purchaser may terminate the Framework Agreement to the fault of the Holder, without the Holder being entitled to claim any compensation as a result, by registered letter with acknowledgement of receipt, without prejudice to any damages that may be claimed by the Purchaser for any prejudice suffered.

Non-invoicing of penalties shall not be construed as a waiver of the right to penalties. Penalties may be cumulative.

13.2 Late delivery penalties

Notwithstanding Article 14.1 of the SGAC-ICT., in the event that the Holder exceeds the contractual deadlines, it will incur the following penalties per day of delay:

- Delayed availability of the Solution:

In the event of a delay in providing the Solution:

Penalty of €100 per calendar day of delay.

- Other delays:

In the event that the Holder exceeds the contractual deadline due under the Framework Agreement, and more generally in the event of noncompliance with any contractual deadline, the Holder shall incur, per day of delay, a penalty set at one hundred (100) euros per calendar day of delay.

13.3 Penalties for noncompliance with service levels

The following stipulations derogate from the terms of Article 14.2 of the SGAC-ICT.

In the event that the Holder fails to comply with the **service quality requirements** as described in the "Compliance with Service Levels" Article, the Purchaser may apply penalties as detailed below:

Mobile phone recording and archiving services are essential to ensure CDC's compliance with its MiFID2 commitments. Non-availability of this service will trigger application of the following penalties: €100 excluding tax per completed period of 1 working day of unavailability of the recording and archiving service or the administration and replay services.

If the total penalty for a calendar month exceeds 2.5% of the total invoiced by the HOLDER for that calendar month, excluding tax, the penalty will be reduced to 2.5% of the total invoiced excluding tax.

13.4 Penalties for other reasons

-Penalties for noncompliance with vulnerability correction deadlines

Should the Holder fail to meet the deadlines for correcting the vulnerabilities described in Article 5.13.3, a penalty of 100 euros per day of delay will be applied.

-Penalties for noncompliance with security or confidentiality obligations

By express derogation from the terms of Article 14.3 of the SGAC-ICT, penalties for noncompliance with security or confidentiality obligations are waived. Consequently, the Holder will be liable for any breach of its security or confidentiality obligations in accordance with the provisions of the "Contractual Liability" Article.

- Penalties for noncompliance with labour legislation

In the event of failure to comply with the formalities referred to in Articles L. 8221-1, L. 8221-3 to L. 8221-5 of the French Labour Code, the Holder shall be liable to a penalty equal to 10% of the amount (inclusive of tax) of the purchase order issued by the Purchaser on the date on which the Purchaser became aware of the infringement committed, and which may not exceed the total of the fines incurred pursuant to Articles L. 8224-1, L. 8224-2 and L. 8224-5 of the French Labour Code.

- Penalties for noncompliance with social and environmental obligations

In the event of failure to comply with the social and environmental obligations set out in Article 5.1.3 of this SSAC, the Holder shall be liable to a penalty equal to 100 euros per breach.

14 TERMINATION OF THE FRAMEWORK AGREEMENT

The Framework Agreement may be terminated by the Purchaser in the cases and under the conditions provided for herein, as well as, insofar as there is no derogation therefrom, in the cases and under the conditions provided for in Chapter 8 of the SGAC-ICT, with the following reservations and clarifications:

- in the event of termination of the Framework Agreement by the Purchaser for reasons of public interest, the Holder shall receive 10% compensation, notwithstanding Article 51 of the SGAC-ICT. Compensation for termination will be obtained by applying the above percentage to the initial amount of the contract excluding tax, less the unrevised amount excluding tax of the services accepted.
- in the event of termination of the Framework Agreement due to the Holder's fault, the Holder shall not be entitled to any compensation as a result of such termination;
- in the event of termination of the Framework Agreement due to the Holder's fault, the Purchaser reserves the right to arrange for a third party to perform the services provided for in the Framework Agreement, at the Holder's expense and risk - in accordance with the procedures provided for in Article 54 of the SGAC-ICT, either in the event of the Holder's failure to perform a service which, by its nature, must not be delayed, or in the event of termination of the Framework Agreement due to the Holder's fault.

Unless otherwise agreed by the Purchaser, termination of the Framework Agreement in respect of the Holder shall result in termination of the purchase orders underway. Termination takes effect on the date specified in the termination decision or, failing this, on the date of notification. Notwithstanding Article 51 of the SGAC-ICT, the Holder of the Framework Agreement is not entitled to any compensation in such case.

In addition to the cases referred to in Article 50 of the SGAC-ICT, the Framework Agreement may be terminated due to the Holder's fault:

- In the event that, during performance of the Framework Agreement, the Holder or one of its subcontractors is subject to application of a non-European extraterritorial law allowing the Purchaser's data hosted on the Solution to be captured by foreign authorities, thirty (30) calendar days after dispatch of a notice of termination sent by registered letter with acknowledgement of receipt;

- In the event of a definitive refusal of the Solution by the Purchaser in application of the "Acceptance" Article;
- In the event of inaccuracy of the documents and information referred to in Articles L. 2142-1 ff., R. 2142-3, R. 2142-4 and R. 2143-3 of the French Public Procurement Code, or refusal to produce the documents provided for in Articles D. 8222-5 and D. 8222-7 to 8 of the French Labour Code in compliance with Article R. 2143-8 of the French Public Procurement Code, the Framework Agreement will be terminated to the fault of the Holder.
- If the penalty ceiling is reached.

In such cases, termination may only be pronounced after the Holder has made its observations known.

15 LIABILITY AND INSURANCE

15.1 Contractual liability

The Holder alone shall bear the financial consequences of damage of any kind that may be caused to the Purchaser, to third parties or to the Purchaser's staff. In addition, it undertakes to indemnify the Purchaser against any action or claim brought against the Purchaser by third parties.

In the event that the Holder is held liable as a result of the non-performance or improper performance of the Contract, the amount of compensation to which the Purchaser may be entitled shall be limited to whichever is the higher sum: €500,000 (five hundred thousand euros) or the annual total of the Framework Agreement.

In the event that the Holder is held liable as a result of the non-performance or improper performance of the Contract, the amount of compensation to which the Purchaser may be entitled shall be limited to :

- If the annual total of the Framework Agreement is more than 75 k€: lesser sum: €500,000 (five hundred thousand euros) or the annual total of the Framework Agreement.
- If the annual total of the Framework Agreement is less than 75 k€: 75 k€

However, the aforementioned ceiling does not apply in the event of gross negligence or wilful misconduct on the part of the Holder.

In the event of co-contracting, the Purchaser may hold the Holder liable, regardless of the form of the consortium, in particular for disputes, claims or actions based on acts of counterfeiting or parasitic behaviour on the part of the co-contractor.

The Parties shall not be held liable:

- In respect of indirect damage within the meaning of Article 1231-4 of the French Civil Code
- If an emergency call cannot be routed to the following services: 15, 17, 18 and 112.
- For loss of profit or any contract

It is expressly agreed between the Parties, and accepted by the Holder, that the provisions of this clause shall continue to apply even in the event of termination of the Framework Agreement.

15.2 Insurance

Within fifteen days of notification of the Framework Agreement and prior to any commencement of performance, the Holder must prove that it is covered by a cyber-risk insurance policy and an insurance policy covering civil liability arising from Articles 1240 to 1242 of the French Civil Code, as well as its professional civil liability in the event of failure to comply with its contractual obligations, and guaranteeing the consequences of any fault or damage that may be caused to CDC and/or its staff in the context of the Framework Agreement's performance.

The Holder undertakes to take out an insurance policy containing cover appropriate to the Framework Agreement's operational and financial implications.

In the event of renewal, it must also provide a new certificate consistent with the above provisions each time the framework agreement is renewed. "

The amounts of cover provided for in insurance policies are considered as minimum amounts and can under no circumstances constitute a limit to the Holder's liability.

Every year, the Holder must send a copy of its insurance certificate, specifying that it is up to date with its premium payments, to www.provigis.com, the PROVIGIS platform commissioned by CDC to collect legal documents.

During the Framework Agreement's period of validity, in the event of a change affecting either the insurer or the terms of the policy, the Holder undertakes to inform the Purchaser, at the same address, within one (1) month. The CDC reserves the right to terminate the Framework Agreement if it deems the new policy to be insufficient.

At any time during the performance of the service, the Holder must be able to produce this certificate, by request of the Purchaser, within fifteen (15) days of receipt of the request.

16 LAW AND LANGUAGE

This Framework Agreement is governed by French law.

In the event of a dispute, the Paris Administrative Court, 7 rue de Jouy (75004 Paris), has sole jurisdiction.

All documents, inscriptions on material, correspondence, requests for payment or instructions for use must be written entirely in French. If they are written in another language, they must come with a French translation.

In case of doubt or differences of interpretation, the French version shall prevail over the English text.

If the Holder is established in another European Union country but does not have an establishment in France, it shall invoice its services exclusive of VAT and be entitled to a tax identification number from the tax authorities.

For information, CDC's VAT number is: FR 77 180 020 026.

17 ADDITIONAL CLAUSES

17.1 Administrative conformity of the Holder:

The documents to be produced by the Holder are to be submitted on www.provigis.com, the PROVIGIS platform commissioned by CDC to collect legal documents. The document deposit service is free of charge.

The Holder of the Framework Agreement shall produce **every six months until the end of the performance of the Framework Agreement:**

- 1) The documents specified in articles D. 8222-5, or D. 8222-7 and D. 8222-8 (if the co-contractor is established or domiciled abroad) of the French Labour Code:
 - A certificate of provision of social security declarations and payment of social security contributions, as provided for in Article L. 243-15 of the Social Security Code, issued by the social security body responsible for collecting contributions, and dated less than six months, the authenticity of which the company has verified with the social security body responsible for collecting contributions: **URSSAF certificate.**
 - When registration of the co-contractor in the Trade and Companies Register or Professional Order is compulsory, or when the profession is regulated, **proof of registration** which may be one of the following documents:
 - a) An excerpt from the entry in the Trade and Companies Register (K or K bis);
 - b) An identification card proving registration in the Trade Directory;
 - c) A quotation, advertising document or piece of professional correspondence, provided that it features the name or corporate name, full address and registration number in the Trade and Companies Register or Trade Directory, or on a list or roll of a professional order, or the reference of the approval issued by the competent authority;
 - d) A receipt for the filing of a declaration with a Business Formalities Centre for individuals in the process of registering.
- 2) As part of the fight against clandestine labour, and in application of Articles L.8254-1 and D.8254-2 to 5 of the French Labour Code, the following document must also be produced:
 - **A list of the names of foreign employees** employed by the applicant and **subject to the work permit requirement** referred to in article L.5221-2^o of the French Labour Code (or affidavit in the event of

non-employment). For each employee, this list must specify their date of hire, nationality and type and serial number of work permit.

A Holder established in a country other than France must produce a certificate issued by the authorities and organisations in their country of origin. Where such a certificate is not issued by the country concerned, it may be replaced by a sworn statement, or in States where no such document exists, by a solemn declaration made by the person concerned before the competent judicial or administrative authority, a notary or a qualified professional body in the country.

The documents referred to above, drawn up by foreign organisations, must be in French or accompanied by a French translation.

Each of the aforementioned certificates may be subject to equivalence. Foreign companies may supply certificates issued by organisations in their home country.

17.2 Informing the Holder about the Purchaser's code of ethics

The Purchaser has drawn up a Code of Ethics setting out the principles and rules of professional conduct, which it makes available to the Holder. For information purposes, the Holder may provide the Purchaser with any documents (codes, guidelines, etc.) specific to its internal organisation in this field.

The Holder shall inform its employees, subcontractors and other potential co-contractors that the Purchaser's employees are not authorised to accept gifts or benefits from third parties, including when they are offered by way of thanks or as a simple courtesy.

In addition, in accordance with the provisions of the Code of Ethics, service providers and temporary staff working on behalf of the Public Institution have a right to alert, which they may exercise by contacting the CDC Group's Ethics Officer. The conditions for exercising this right to alert are set out in a specific procedure made available to the Holder.

17.3 Informing the Holder about the fight against corruption

The Purchaser implements a policy of combating corruption and influence peddling by deploying measures designed to ensure that its activities are conducted in strict compliance with regulations.

In the performance of the Framework Agreement, the Holder is expected to comply with all regulations concerning the fight against corruption and breaches of probity, and in particular the provisions of Act no. 2016-1691 of 9 December 2016, insofar as it is subject thereto.

17.4 Informing the Holder of CDC's LCB-FT obligations

Under the terms of article L.561-2, 1° of the French Monetary and Financial Code (CMF), the Purchaser is subject to obligations to combat money laundering and the financing of terrorism (LCB-FT).

In this area, Caisse des Dépôts is directly supervised by the Autorité de contrôle prudentiel et de résolution (ACPR), in accordance with article L. 561-36 of the CMF.

The holder of the Framework Agreement is hereby informed that the Purchaser, in the context of regulations on the fight against money laundering and the financing of terrorism, is subject to obligations of vigilance, control and declaration.

In application of the aforementioned regulations, the Purchaser may be required, in particular, to provide the supervisory authorities with documents relating to the identity of its co-contractors and, where applicable, the characteristics of the transactions carried out by the latter.

18 EXCEPTIONS TO THE SGAC - INFORMATION AND COMMUNICATION TECHNOLOGY (ICT)

Exceptions to the SGAC.- Information and Communication Technology, set out in the following articles of the SSAC, are made to the following articles:

- Article 4.2 derogates from Article 13.3 of the SGAC-ICT.
- Article 5.10.1 derogates from Article 14 of the SGAC-ICT.
- Article 5.10.2 derogates from Article 14.1 4 of the SGAC-ICT.
- Article 5.10.3 derogates from Article 14.2 of the SGAC-ICT.
- Article 5.11 derogates from Article 24 of the SGAC-ICT.
- Article 5.12 derogates from Article 42 of the SGAC-ICT.
- Article 6.2 derogates from Article 46.4.2 of the SGAC-ICT.
- Article 6.3 derogates from Article 5.1 of the SGAC-ICT.
- Article 6.5 derogates from Article 5.2 of the SGAC-ICT.
- Article 8 derogates from Article 11.1 of the SGAC-ICT.
- Article 9.2 derogates from Article 11.2 of the SGAC-ICT.
- Article 9.3 derogates from Article 11.3 of the SGAC-ICT.
- Article 10 derogates from Articles 32, 33 and 34 of the SGAC-ICT.
- Article 13 derogates from Chapter 7 of the SGAC-ICT.
- Article 14 derogates from Article 51 of the SGAC-ICT.